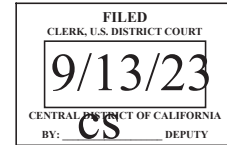


Jorge Alejandro Rojas
Rojas.jorge96@gmail.com
Plaintiff in Pro Se
557 Cambridge Way
Bolingbrook, IL 60440
424-219-1582

Fee Paid



**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JORGE ALEJANDRO ROJAS,
Plaintiff,

v.

CENTERFIELD MEDIA PARENT, INC,
KRIS BARTON, JOHN GERALD
HOLLAND, and BRAD GREEN,
Defendants.

Case No. CV23-7695-FLA(BFMx)

COMPLAINT FOR:

1. VIOLATIONS OF THE TELEPHONE
CONSUMER PROTECTION ACT, 47
U.S.C. § 227

Plaintiff, Jorge Alejandro Rojas, files this Complaint under the Telephone Consumer Protection Act, 47 U.S.C. § 227, and its implementing regulations, 47 C.F.R. § 64.1200, against Defendants Centerfield Media Parent, Inc (“Centerfield Media”), Kris Barton (“Barton”), John Gerald Holland (“Holland”), and Brad Green (“Green”), collectively “Defendants”, and alleges based on personal knowledge, information, and belief:

INTRODUCTION

1. As the Supreme Court has explained, Americans passionately disagree about many things. But they are largely united in their disdain for robocalls. The government receives a staggering number of complaints about robocalls—3.7 million complaints in 2019. The States likewise field a constant barrage of complaints. For nearly 30 years,

1 representatives in Congress have been fighting back. As relevant here, the Telephone
2 Consumer Protection Act of 1991, known as the “TCPA”, generally prohibits robocalls
3 to cell phones and home phones. *See Barr v. Am. Ass’n of Political Consultants*, 140 S.
4 Ct. 2335, 2343 (2020).

5 2. Plaintiff brings this action against Defendants for violations of the TCPA, 47
6 U.S.C. § 227, and its implementing regulations, 47 C.F.R § 64.1200.

7 3. This case involves a campaign by Defendants to obtain business via itself or
8 affiliates making telemarketing calls concerning life insurance and final expense
9 insurance.

10 **JURISDICTION AND VENUE**

11 4. This Court has subject-matter jurisdiction over the TCPA claims in this action
12 under 28 U.S.C. § 1331.

13 5. This Court has personal jurisdiction over Defendants as they regularly and
14 systemically conduct business in the state of California. Specifically, the Defendants
15 conduct significant business in the State. The wrongful conduct giving rise to this case
16 occurred in, was directed to, and/or emanated from this District.

17 6. Some of the telephone calls Plaintiff received from Defendants were from “in
18 district” telephone numbers, and as explained more fully below, Plaintiff believes were
19 made based upon the (mistaken) belief that he continued being located within this
20 District, where he previously resided.

21 7. Venue is proper under 28 U.S.C. § 1391(b)(2).

22 **PARTIES**

23 8. Plaintiff Jorge Alejandro Rojas is a natural person residing in Bolingbrook, IL
24 60440, and is a citizen of the State of Illinois. Plaintiff previously resided within this
25 District.

26 9. Defendant Centerfield Media Parent, Inc (“Centerfield Media”) is a Delaware
27 entity which also files as a foreign entity in the state of California, with a principal
28

1 address of 12130 Millennium Drive, Suite 600 Los Angeles, CA 90094, and a registered
2 agent of Brett Cravatt, located at the same address.

3 10. Defendant Kris Barton (“Barton”) is the CEO of Centerfield Media and is
4 located at the same address.

5 11. Defendant John Gerald Holland (“Holland”) is the Secretary of Centerfield
6 Media and is located at the same address.

7 12. Defendant Brad Green (“Green”) is the CFO of Centerfield Media and is
8 located at the same address.

9 13. Defendants are each a person as defined by 47 U.S.C. § 153(39).

10 14. Defendants acted through their agents, affiliates, employees, officers,
11 members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,
12 representatives, and/or insurers.

13 **STATUTORY BACKGROUND**

14 15. The TCPA makes it unlawful to make calls to any cellular or residential line
15 using an artificial or prerecorded voice, without the call recipient’s prior express
16 consent. *See* 47 U.S.C. § 227(b); *In the Matter of Rules & Regulations Implementing*
17 *the Tel. Consumer Prot. Act of 1991*, 27 F.C.C. Rcd. 1830, 1844 (2012).

18 16. The TCPA makes it unlawful to make calls using an automatic telephone
19 dialing system (“ATDS”) without the call recipient’s prior express consent.

20 17. In 2013, the FCC required prior express written consent for all autodialed or
21 prerecorded telemarketing calls (“robocalls”) to wireless numbers and residential lines.

22 It ordered that:

23 [A] consumer’s written consent to receive telemarketing robocalls must be signed
24 and be sufficient to show that the consumer: (1) received “clear and conspicuous
25 disclosure” of the consequences of providing the requested consent, i.e., that the consumer
26 will receive future calls that deliver prerecorded messages by or on behalf of a specific
27 seller; and (2) having received this information, agrees unambiguously to receive such calls
28 at a telephone number the consumer designates.[] In addition, the written agreement must

1 be obtained “without requiring, directly or indirectly, that the agreement be executed as a
2 condition of purchasing any good or service.[.]” *In the Matter of Rules & Regulations*
3 *Implementing the Tel. Consumer Prot. Act of 1991*, 27 F.C.C. Rcd. 1830, 1844 (2012)
4 (footnotes omitted).

5 18. The TCPA provides a private cause of action to persons who receive such
6 automated or pre-recorded calls. *See* 47 U.S.C. § 227(b)(3).

7 19. The National Do Not Call Registry allows consumers to register their
8 telephone numbers and thereby indicate their desire not to receive telephone
9 solicitations at those numbers. *See* 47 C.F.R. § 64.1200(c)(2).

10 20. A listing on the Registry “must be honored indefinitely, or until the
11 registration is canceled by the consumer or the telephone number is removed by the
12 database administrator.” *Id.*

13 21. The TCPA and implementing regulations prohibit the initiation of telephone
14 solicitations to residential telephone subscribers whose numbers are on the Registry and
15 provides a private right of action against any entity that makes those calls, or "on whose
16 behalf" such calls are promoted. 47 U.S.C. § 227(c)(5); 47 C.F.R § 64.1200(c)(2).

17 22. The TCPA’s definition of telephone solicitation applies to the “initiation of a
18 telephone call or message for the purpose of encouraging the purchase or rental of, or
19 investment in, property, goods, or services, which is transmitted to any person.” 47
20 U.S.C. § 227(a)(4).

21 23. The TCPA’s definition of unsolicited advertisement applies to “means any
22 material advertising the commercial availability or quality of any property, goods, or
23 services which is transmitted to any person without that person’s prior express invitation
24 or permission, in writing or otherwise.” 47 U.S.C. § 227(a)(5).

25 24. Under the TCPA, an individual may be personally liable for the acts alleged
26 in the Complaint pursuant to 47 U.S.C. § 217 of the TCPA, which reads, inter alia:
27 “[T]he act, omission, or failure of any officer, agent, or other person acting for or
28 employed by any common carrier or user, acting within the scope of his employment,

1 shall in every case be also deemed to be the act, omission, or failure of such carrier or
2 user *as well as of that person.*” (*emphasis added*)

3 25. When considering individual officer liability under the TCPA, other Courts
4 have agreed that a corporate officer involved in the telemarketing at issue may be
5 personally liable under the TCPA. *See, e.g., Jackson Five Star Catering, Inc. v. Beason*,
6 2013 U.S. Dist. LEXIS 159985, *10 (E.D. Mich. Nov. 8, 2013) (“[M]any courts have
7 held that corporate actors can be individually liable for violating the TCPA “where they
8 ‘had direct, personal participation in or personally authorized the conduct found to have
9 violated the statute.’”); *Maryland v. Universal Elections*, 787 F. Supp. 2d 408, 415-16
10 (D. Md. 2011) (“If an individual acting on behalf of a corporation could avoid individual
11 liability, the TCPA would lose much of its force.”).

12 26. Individual Defendants directed and oversaw the telemarketing activity in
13 progress, including selecting any third-party affiliate to make the call, exercised control
14 over those affiliates, and any other employees who made the telephone calls.

15 27. Employees can be held liable in TCPA actions for unlawful conduct.

16 28. The individual defendant in this case personally participated in the actions
17 complained of by: (a) personally selecting the phone numbers that would be called; (b)
18 approving the scripting that would be used on the calls; (c) selecting and managing the
19 dialing equipment or supplier of the same used to make the calls; and (d) personally
20 paying for the calls.

21 **FACTUAL ALLEGATIONS**

22 29. At all times relevant hereto, Plaintiff maintained and used a residential cellular
23 telephone line, with phone number (424) XXX-1582. The phone number is not
24 associated with a business and is used by Plaintiff solely.

25 30. Plaintiff is the account holder and customary user of his phone number.

26 31. Plaintiff registered his phone number on the Federal Do Not Call Registry on
27 or around January 18, 2008.
28

1 32. Plaintiff registered his phone number on the Do Not Call list to obtain solitude
2 from invasive and harassing telemarketing calls. The calls prevented Plaintiff from
3 using his phone for legitimate purposes.

4 33. Plaintiff also alleges that Defendants may have made other telephone calls
5 prior to the Call 1 identified below, which will be identified further in discovery.

6 34. Plaintiff alleges that the Defendants directed their conduct at this district
7 because they made telephone calls to the Plaintiff, who has an “in district” telephone
8 number, based upon the false impression that he continues to reside herein.

9 35. Defendants have an office within this District – and their privacy policy and
10 terms of conditions located on their website identify Los Angeles as a place of business.

11 36. Moreover – Defendants are registered to do business with the California
12 Secretary of State, and provide the same address as a principal place of business.

13 37. Plaintiff previously resided within this District, in Torrance, California, from
14 1996 to approximately 2014. Plaintiff maintains a 424 telephone number, and that is the
15 telephone number called by the Defendants. *See Luna v. Shac, LLC*, 2014 U.S. Dist.
16 LEXIS 96847, *11 (N.D. Cal. July 14, 2014) (finding purposeful direction "where Shac
17 intentionally sent text messages directly to cell phones with California based area codes,
18 which conduct allegedly violated the TCPA and gave rise to this action, Shac expressly
19 aimed its conduct at California."). *Branham v. ISI Alarms, Inc.*, 2013 U.S. Dist. LEXIS
20 124933, *28 (E.D. N.Y. Aug. 30, 2013) (holding that the defendants should have
21 anticipated that the use of a system "to call a New York cell-phone number could subject
22 them to being hauled into court in New York."). Plaintiff also has a prior connection to
23 this District based upon his prior residence within it.

24 38. **Call 1.** On or about September 28, 2022, at 7:59 AM Pacific time, Plaintiff
25 received a telephone call from Defendants, or an agent or affiliate acting on their behalf,
26 from 302-660-0673.

27 39. When Plaintiff answered the telephone, and stating a greeting multiple times,
28 he heard a beep tone play, and then the call terminated.

1 40. A search online of this telephone number reveals several sites which report
2 the telephone number as being scam likely, [https://lookup.robokiller.com/p/302-660-](https://lookup.robokiller.com/p/302-660-0673)
3 [0673](https://lookup.robokiller.com/p/302-660-0673), <https://www.nomorobo.com/lookup/302-660-0673>.

4 41. **Call 2.** On or about October 10, 2022, at 12:29 PM Pacific time, Plaintiff
5 received a telephone call from Defendants, or an agent or affiliate acting on their behalf,
6 from 302-660-0673.

7 42. When Plaintiff answered the telephone, he heard a beep, and stated a greeting
8 multiple times. Following a longer than natural pause, Plaintiff heard a representative
9 stating that they were with the “Senior Care Center” and were calling regarding a final
10 expenses insurance plan. The call ultimately terminated.

11 43. **Call 3.** On or about May 17, 2023, at 12:25 PM Pacific time, Plaintiff received
12 a telephone call from Defendants, or an agent or affiliate acting on their behalf, from
13 925-332-4720.

14 44. A search online of this telephone number reveals several sites which report
15 the telephone number as being scam likely, [https://lookup.robokiller.com/p/925-332-](https://lookup.robokiller.com/p/925-332-4720)
16 [4720](https://lookup.robokiller.com/p/925-332-4720).

17 45. When Plaintiff answered the telephone, and stating a greeting multiple times,
18 he heard a beep, followed by a male pre-recording play, concerning medicare benefits
19 and final expense insurance.

20 46. **Call 4.** On or about July 14, 2023, at 8:35 AM Pacific time, Plaintiff received
21 a telephone call from Defendants, or an agent or affiliate acting on their behalf, from
22 424-367-5202.

23 47. When Plaintiff answered the telephone, and stating a greeting multiple times,
24 he heard a beep, followed by a male named Mark with a foreign accent with a call center
25 like noise in the background advertise “low cost” final expense insurance.

26 48. **Call 5.** On or about July 19, 2023, at 12:52 PM Pacific time, Plaintiff received
27 a telephone call from Defendants, or an agent or affiliate acting on their behalf, from
28 424-289-4716.

1 49. A search online of this telephone number reveals several sites which report
2 the telephone number as being scam likely, [https://www.nomorobo.com/lookup/424-](https://www.nomorobo.com/lookup/424-289-4716)
3 [289-4716](https://www.nomorobo.com/lookup/424-289-4716).

4 50. This call was identified as “Maybe: Junk” on Plaintiff’s phone.

5 51. When Plaintiff answered the telephone, and stating a greeting multiple times,
6 he heard a beep, followed by a female pre-recording by the name of Aimee play
7 concerning final expense insurance. Plaintiff heard several beeps play throughout the
8 call.

9 52. **Call 6.** On or about July 27, 2023, at 7:32 AM Pacific time, Plaintiff received
10 a telephone call from Defendants, or an agent or affiliate acting on their behalf, from
11 260-231-6697.

12 53. A search online of this telephone number reveals several sites which report
13 the telephone number as being scam likely, [https://www.nomorobo.com/lookup/260-](https://www.nomorobo.com/lookup/260-231-6697)
14 [231-6697](https://www.nomorobo.com/lookup/260-231-6697), <https://lookup.robokiller.com/p/260-231-6697>.

15 54. This call was identified as “Maybe: Junk” on Plaintiff’s phone.

16 55. When Plaintiff answered the telephone, and stating a greeting multiple times,
17 he heard a beep, followed by a “John” with “American Benefits” state that he was
18 selling final expense insurance. Plaintiff heard several beeps play throughout the call
19 and the call ultimately terminated.

20 56. **Call 7.** On or about July 27, 2023, at 10:01 AM Pacific time, Plaintiff received
21 a telephone call from Defendants, or an agent or affiliate acting on their behalf, from
22 930-210-4611.

23 57. A search online of this telephone number reveals several sites which report
24 the telephone number as being scam likely, [https://www.nomorobo.com/lookup/930-](https://www.nomorobo.com/lookup/930-210-4611)
25 [210-4611](https://www.nomorobo.com/lookup/930-210-4611), <https://lookup.robokiller.com/p/930-210-4611>.

26 58. This call was identified as “Maybe: Junk” on Plaintiff’s phone.

27 59. When Plaintiff answered the telephone, and stating a greeting multiple times,
28 he heard a beep, followed by a pre-recorded female named “Aimee” state that she was

1 selling final expense insurance. The call attempted to connect to a representative but
2 ultimately terminated because it said that the number was not in service.

3 60. **Call 8.** On or about July 31, 2023, at 6:42 AM Pacific time, Plaintiff received
4 a telephone call from Defendants, or an agent or affiliate acting on their behalf, from
5 864-949-4940.

6 61. This call was identified as “Junk” on Plaintiff’s phone.

7 62. When Plaintiff answered the telephone, and stating a greeting multiple times,
8 he heard a beep, followed by a pre-recorded male named “Alex” state that he was selling
9 final expense insurance. The call attempted to connect to a representative but ultimately
10 terminated.

11 63. **Call 9.** On or about August 7, 2023, at 9:34 AM Pacific time, Plaintiff
12 received a telephone call from Defendants, or an agent or affiliate acting on their behalf,
13 from 309-302-3369.

14 64. A search online of this telephone number reveals several sites which report
15 the telephone number as being scam likely, [https://www.nomorobo.com/lookup/309-](https://www.nomorobo.com/lookup/309-302-3369)
16 [302-3369](https://lookup.robokiller.com/p/309-302-3369), <https://lookup.robokiller.com/p/309-302-3369>.

17 65. This call was identified as “Junk” on Plaintiff’s phone.

18 66. When Plaintiff answered the telephone, he heard a beep, followed by a male
19 pre-recording named “Alex” advertising final expense insurance.

20 67. **Call 10.** On or about August 15, 2023, at 9:26 AM Pacific time, Plaintiff
21 received a telephone call from Defendants, or an agent or affiliate acting on their behalf,
22 from 754-310-5055.

23 68. A search online of this telephone number reveals several sites which report
24 the telephone number as being scam likely, [https://lookup.robokiller.com/p/754-310-](https://lookup.robokiller.com/p/754-310-5055)
25 [5055](https://lookup.robokiller.com/p/754-310-5055).

26 69. This call was identified as “Junk” on Plaintiff’s phone.

27 70. Plaintiff answered this call and heard a beep, and a male pre-recording named
28 Alex played concerning final expense insurance.

1 71. **Call 11.** On or about August 15, 2023, at 10:28 AM Pacific time, Plaintiff
2 received a telephone call from Defendants, or an agent or affiliate acting on their behalf,
3 from 754-310-5179.

4 72. A search online of this telephone number reveals several sites which report
5 the telephone number as being scam likely, [https://www.nomorobo.com/lookup/754-](https://www.nomorobo.com/lookup/754-310-5179)
6 [310-5179](https://www.nomorobo.com/lookup/754-310-5179).

7 73. Plaintiff did not answer this telephone call but alleges it was from Defendants
8 or an agent or affiliate acting on their behalf given the proximity to the other calls at
9 issue in this case and the similarity in telephone number.

10 74. **Call 12.** On or about August 30, 2023, at 11:01 AM Pacific time, Plaintiff
11 received a telephone call from Defendants, or an agent or affiliate acting on their behalf,
12 from 408-709-5046.

13 75. A search online of this telephone number reveals several sites which report
14 the telephone number as being scam likely, [https://www.nomorobo.com/lookup/408-](https://www.nomorobo.com/lookup/408-709-5046)
15 [709-5046](https://www.nomorobo.com/lookup/408-709-5046).

16 76. This call was identified as “Scam Likely” on Plaintiff’s phone.

17 77. When Plaintiff answered the telephone, and stating a greeting multiple times,
18 he heard a beep, and heard an advertisement for medicare and senior benefits. Plaintiff
19 was transferred to a “Sam” who knew Plaintiff’s Illinois address and said that he would
20 get a call back “notwithstanding” any do not call registry listing.

21 78. **Call 13.** On or about September 12, 2023, at 3:34 PM Pacific time, Plaintiff
22 received a telephone call from Defendants, or an agent or affiliate acting on their behalf,
23 from 760-359-2730.

24 79. A search online of this telephone number reveals several sites which report
25 the telephone number as being scam likely, [https://directory.youmail.com/phone/760-](https://directory.youmail.com/phone/760-359-3145)
26 [359-3145](https://directory.youmail.com/phone/760-359-3145).

27 80. This call was identified as “Scam Likely” on Plaintiff’s phone.
28

1 81. When Plaintiff answered the telephone, and stating a greeting multiple times,
2 he heard a beep, before being connected to a “Sam” who was selling final expense
3 insurance. Plaintiff was transferred to a “Rachel” who stated she was with “Solid
4 Quote” and was selling final expense and life insurance.

5 82. Rachel stated she was not able to find an agent to sell Plaintiff insurance, so
6 she asked Plaintiff if she could send him a text with more information.

7 83. Rachel caused a text message to be sent to Plaintiff, which included a link to
8 the domain of “quote.io.”

9 84. The “quote.io” website Privacy Policy includes an address of 12130
10 Millennium Drive, Ste 600 Los Angeles, CA 90094.

11 85. The “quote.io” website Privacy Policy states in part “This Privacy Policy
12 applies to all users of our products and services (“Consumers”), including those who
13 have used our website (“Web Site”), which is owned by Centerfield Media Parent, Inc.,
14 a Delaware corporation (“Owner”).”

15 86. Centerfield’s website states “Regulatory & Compliance Tools SOC2, TCPA,
16 CMS, and more — Centerfield Insurance Services (formerly Datalot) helps carriers
17 better navigate the rapidly evolving world of digital compliance. We provide digital-
18 specific tools and services that help ensure the integrity and security of your data.”

19 87. Notwithstanding this statement, Centerfield contracts with or otherwise
20 somehow has calls transferred to it by entities which do not comply with the TCPA.

21 88. Any attempts by Centerfield to obtain consent to send Plaintiff during the call
22 don’t excuse the lack of consent for the calls alleged in this Complaint.

23 89. Plaintiff alleges all the telephone calls here were made by the Defendants, or
24 one of their agents, because of the similarities in scripts, telephone numbers, agent
25 names, and more.

26 90. Plaintiff alleges that the telephone calls were made with an ATDS system
27 and/or a pre-recorded message.
28

1 91. To the extent that Defendants are utilizing a third-party call center to make
2 calls on its behalf, Defendants named here are vicariously liable for their conduct, as
3 that conduct was made for their own benefit.

4 92. The call was made for the purposes of soliciting the services of an
5 organization which sells individuals medicare services/insurance, and/or final expense
6 insurance.

7 93. Courts have relied in part on the “the general tort rule that 'corporate officers
8 or agents are personally liable for those torts which they personally commit, or which
9 they inspire or participate in, even though performed in the name of an artificial
10 body.” *Universal Elections*, 787 F. Supp. 2d at 416 (internal citations omitted); *see*
11 *also Am. Blastfax, Inc.*, 164 F. Supp. 2d at 898.

12 94. The individual Defendants in this action engaged in the operation of the
13 telemarketing scheme.

14 95. The conduct alleged in this action was made willful and knowingly.

15 96. The TCPA requires telemarketers to provide training to their employees,
16 contractors, etc., and Defendants have failed to properly train the same.

17 97. Plaintiff did not have a prior business relationship with Defendants.

18 98. Defendants did not have any consent to call Plaintiff.

19 99. Defendants are not an organization exempt from the TCPA.

20 100. Defendants’ calls to Plaintiff were made for the purpose or intention of being
21 a “telephone solicitation.”

22 101. Defendants’ calls to Plaintiff were made for the purpose or intention of being
23 an “unsolicited advertisement.”

24 102. Upon information and belief, Plaintiff received additional calls from
25 Defendants and their affiliates not included above.

26 103. Plaintiff alleges that Defendants train their affiliates to avoid divulging too
27 much information to leads and customers to evade TCPA liability.
28

1 104. In total, Defendants and/or their affiliates placed at least thirteen (13)
2 telephone solicitation calls to Plaintiff.

3 105. As a result of the foregoing, Plaintiff experienced frustration, annoyance,
4 irritation, and a sense that his privacy has been invaded by Defendants.

5 106. Defendants have a pattern and practice of failing to comply with the TCPA.

6 107. The foregoing acts and omissions were in violation of the TCPA.

7 108. Defendants are engaging in violations of the TCPA to get business.

8 109. As a result of Defendants' knowing and/or willful violations of 47 U.S.C. §
9 227, Plaintiff is entitled to treble damages of up to \$1,500.00 for each call made in
10 violation of the statute, pursuant to 47 U.S.C. § 227(b)(3)(C).

11 110. The acts and omissions of Defendants constitute knowing and/or willful
12 violations of the TCPA, including but not limited to each of the above-cited provisions
13 of 47 U.S.C. § 227.

14 111. Plaintiff seeks injunctive relief prohibiting such conduct violating the TCPA
15 by Defendants in the future.

16 112. Plaintiff is also entitled to an award of costs.

17 113. Defendants' calls were not made for "emergency purposes."

18 114. Defendants' calls to Plaintiff were made without any prior express written
19 consent.

20 115. Defendants' acts as described above were done with malicious, intentional,
21 willful, reckless, wanton, and negligent disregard for Plaintiff's rights under the law and
22 with the purpose of harassing Plaintiff.

23 116. The acts and/or omissions of Defendants were done unfairly, unlawfully,
24 intentionally, deceptively, and fraudulently and absent bona fide error, lawful right,
25 legal defense, legal justification, or legal excuse.

26 117. As a result of the above violations of the TCPA, Plaintiff has suffered losses
27 and damages as set forth above entitling Plaintiff to an award of statutory, actual and
28 trebles damages.

1 118. Plaintiff, in discovery will better identify how many telephone calls were
2 made by Defendants and or their agents or affiliates, and requests leave to amend the
3 complaint after identifying the instance count.

4 **COUNT 1. Violation of the TCPA's Automated Telemarketing Call Provisions, 47**
5 **U.S.C. § 227(b)(1)**

6 119. Plaintiff incorporates the foregoing paragraphs as though the same were set
7 forth at length herein.

8 120. Defendants or one of its affiliates or vendors called Plaintiff's cellular
9 telephone using an "automatic telephone dialing system" and/or a pre-recorded voice
10 as defined by the TCPA on at least thirteen (13) occasions in violation of 47 U.S.C. §
11 227(b)(1), without Plaintiff's prior express written consent.

12 121. Plaintiff was statutorily damaged at least thirteen (13) times under 47 U.S.C.
13 § 227(b)(3)(B) by the Defendants by the telephone calls described above, in the amount
14 of \$500.00 for each.

15 122. Plaintiff was further statutorily damaged because Defendants willfully or
16 knowingly violated this subsection of the TCPA. Plaintiff requests that the court treble
17 the damage amount as permitted under 47 U.S.C. § 227(b)(3)(C) for these willful or
18 knowing violations.

19 WHEREFORE, Plaintiff respectfully requests that judgment be entered in his favor
20 and against, Defendants, jointly and/or severally, in an amount of \$19,500.00 plus costs
21 and any other remedy deemed appropriate.

22
23 **COUNT 2.**

24 **Violation concerning Do Not Call List, 47 U.S.C. 227(c)**

25 123. Plaintiff incorporates the foregoing paragraphs as though the same were set
26 forth at length herein.

27 124. By placing at least thirteen telemarketing calls to the Plaintiff, whose number
28 is on the Do-Not-Call registry, failing to have a written Do-Not-Call policy, failing to

1 maintain the Plaintiff on their Do-Not-Call list, failing to provide proper training to their
2 employees, Defendants, jointly and severally, violated 47 U.S.C. § 227(c)(5) by
3 violating the implementing regulations codified in 47 C.F.R. § 64.1200(c) and (d).

4 125. Defendants called Plaintiff at least thirteen (13) times notwithstanding him
5 being on the Do Not Call list for several years.

6 126. The foregoing acts and omissions of Defendants and/or their affiliates, agents,
7 and/or other persons or entities acting on Defendants' behalf constitute violations of the
8 TCPA, 47 U.S.C. § 227(c), codified at 47 C.F.R. § 64.1200, by, inter alia, refusing to
9 scrub against the National Do-Not-Call registry, refusing to maintain Plaintiff's number
10 on an internal Do-Not-Call list, and failing to have a Do-Not-Call policy.

11 127. As a result of Defendants' and/or their affiliates, agents, and/or other persons
12 or entities acting on their behalf's violations of the TCPA, 47 U.S.C. § 227(c), Plaintiff
13 is entitled to an award of \$500 in damages for each and every call and violation made
14 to his telephone number in violation of the TCPA's implementing regulations codified
15 at 47 C.F.R. § 64.1200, pursuant to 47 U.S.C. § 227(c)(5)(B).

16 128. Plaintiff is also entitled to and does seek injunctive relief prohibiting
17 Defendants and/or their affiliates, agents, and/or other persons or entities acting on their
18 behalf from violating the TCPA, 47 U.S.C. § 227(c), by making calls in violation of any
19 of the TCPA's implementing regulations in the future.

20 129. The Defendants' violations were knowing and/or willful. Accordingly, the
21 Plaintiff seeks up to treble damages of the \$500 per violation award, as provided in 47
22 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(c)(5).

23 WHEREFORE, Plaintiff respectfully requests that judgment be entered in his favor
24 and against, Defendants, jointly and or severally, in an amount of \$19,500.00 plus costs
25 and any other remedy deemed appropriate.


26 **PRAYER FOR RELIEF**
27
28

1 WHEREFORE, Plaintiff respectfully requests that judgment be entered in favor of
2 him and against Defendants, jointly and/or severally, in an amount to be more fully
3 determined at trial, but at least \$39,000.00 as permitted by statute, as follows:

- 4 A. All actual damages Plaintiff suffered,
5 B. Statutory damages of \$500.00 per call for every violation of 47 U.S.C. § 227(b),
6 C. Treble damages of \$1,500.00 per call for each violation determined to be willful
7 and/or knowingly pursuant to 47 U.S.C. § 227(b)(3)(C),
8 D. Statutory damages of \$500.00 per call for every violation of 47 U.S.C. § 227(c),
9 E. Statutory damages of \$500 for each violation of 47 C.F.R. § 64.1200,
10 F. Treble statutory damages of \$1,500.00 per violation of the TCPA's implementing
11 regulations,
12 G. All reasonable witness fees, court costs, pre-judgment and post-judgment interest,
13 and other litigation costs incurred by Plaintiff,
14 H. Injunctive relief prohibiting such violations of the TCPA by Defendants in the
15 future,
16 I. Leave to amend this Complaint to conform to the evidence presented at trial,
17 J. Any other relief this Court deems proper.

18 Respectfully submitted,

19 Dated: September 13, 2023

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